

Shirley J. Neal
Paralegal

September 23, 2014

VIA ELECTRONIC FILING

Jocelyn Boyd, Esquire
Chief Clerk and Administrator
South Carolina Public Service Commission
101 Executive Center Drive
Columbia, SC 29210

**Re: DOCKET NO. 2014-363-C – Application of Talk America Services, LLC
for a Certificate of Public Convenience and Necessity to Operate as a
Competitive Local Exchange and Long Distance Carrier in Those Areas
of the State of South Carolina Where the Windstream (WIN) Companies
are Currently Authorized and for Approval of the Transfer of Residential
Local and Long Distance Customers of the WIN Companies to Talk
America Services, LLC**

Charleston

Charlotte

Columbia

Greensboro

Greenville

Hilton Head

Myrtle Beach


Raleigh

Dear Ms. Boyd:

Attached for filing in the above-referenced matter, please find a Cover Sheet and a
Tariff Schedule Applying to Competitive Local Exchange Communications Services
within the State of South Carolina by Talk America Services, LLC.

If you need anything else, please do not hesitate to contact us.

Sincerely,


Shirley J. Neal, Paralegal to
Burnet R. Maybank, III

Enclosures

cc: Dukes Scott (via email – Dukes.Scott@regstaff.sc.gov)
Nanette Edwards (via email – nsedwar@regstaff.sc.gov)

STATE OF SOUTH CAROLINA

(Caption of Case)

Application of Talk America Services, LLC for a Certificate of
Public Convenience and Necessity to Operate as a
Competitive Local Exchange and Long Distance Carrier in
Those Areas of the State of South Carolina Where the
Windstream (WIN) Companies are ...

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

COVER SHEET

DOCKET

NUMBER: 2014 - 363 - C

(Please type or print)

Submitted by: Burnet R. Maybank, III, Esq.SC Bar Number: 3699Address: Nexsen Pruet, LLCTelephone: 803-771-89001230 Main Street, Suite 700Fax: 803-253-8277Columbia, SC 29201

Other: _____

Email: bmaybank@nexsenpruet.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

DOCKETING INFORMATION (Check all that apply)

☒ Emergency Relief demanded in petition ☐ Request for item to be placed on Commission's Agenda expeditiously

☐ Other: _____

INDUSTRY (Check one)	NATURE OF ACTION (Check all that apply)			
<input type="checkbox"/> Electric	<input type="checkbox"/> Affidavit	<input checked="" type="checkbox"/> Letter	<input type="checkbox"/> Request	
<input type="checkbox"/> Electric/Gas	<input type="checkbox"/> Agreement	<input type="checkbox"/> Memorandum	<input type="checkbox"/> Request for Certificatio	
<input type="checkbox"/> Electric/Telecommunications	<input type="checkbox"/> Answer	<input type="checkbox"/> Motion	<input type="checkbox"/> Request for Investigator	
<input type="checkbox"/> Electric/Water	<input type="checkbox"/> Appellate Review	<input type="checkbox"/> Objection	<input type="checkbox"/> Resale Agreement	
<input type="checkbox"/> Electric/Water/Telecom.	<input type="checkbox"/> Application	<input type="checkbox"/> Petition	<input type="checkbox"/> Resale Amendment	
<input type="checkbox"/> Electric/Water/Sewer	<input type="checkbox"/> Brief	<input type="checkbox"/> Petition for Reconsideration	<input type="checkbox"/> Reservation Letter	
<input type="checkbox"/> Gas	<input type="checkbox"/> Certificate	<input type="checkbox"/> Petition for Rulemaking	<input type="checkbox"/> Response	
<input type="checkbox"/> Railroad	<input type="checkbox"/> Comments	<input type="checkbox"/> Petition for Rule to Show Cause	<input type="checkbox"/> Response to Discovery	
<input type="checkbox"/> Sewer	<input type="checkbox"/> Complaint	<input type="checkbox"/> Petition to Intervene	<input type="checkbox"/> Return to Petition	
<input checked="" type="checkbox"/> Telecommunications	<input type="checkbox"/> Consent Order	<input type="checkbox"/> Petition to Intervene Out of Time	<input type="checkbox"/> Stipulation	
<input type="checkbox"/> Transportation	<input type="checkbox"/> Discovery	<input type="checkbox"/> Prefiled Testimony	<input type="checkbox"/> Subpoena	
<input type="checkbox"/> Water	<input type="checkbox"/> Exhibit	<input type="checkbox"/> Promotion	<input checked="" type="checkbox"/> Tariff	
<input type="checkbox"/> Water/Sewer	<input type="checkbox"/> Expedited Consideration	<input type="checkbox"/> Proposed Order	<input checked="" type="checkbox"/> Other: Cover Sheet	
<input type="checkbox"/> Administrative Matter	<input type="checkbox"/> Interconnection Agreement	<input type="checkbox"/> Protest	Adopt ICA	
<input type="checkbox"/> Other:	<input type="checkbox"/> Interconnection Amendment	<input type="checkbox"/> Publisher's Affidavit		
	<input type="checkbox"/> Late-Filed Exhibit	<input type="checkbox"/> Report		

Local Tariff

Talk America Services, LLC

Original Title Sheet

Issued: September 24, 2014

Effective: October 24, 2014

By: SVP- Corporate Development and Operations

TARIFF SCHEDULE

**APPLYING TO
COMPETITIVE LOCAL EXCHANGE
COMMUNICATIONS SERVICES**

**WITHIN THE
STATE OF SOUTH CAROLINA
BY**

Talk America Services, LLC
4001 N Rodney Parham Rd
Little Rock, AR 72212

Issued: September 24, 2014

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SHEET

The sheets of this tariff are effective as of the date shown at the bottom of the respective sheets. Original and revised sheets as named below comprise all changes from the original tariff that are currently in effect as of the date at the bottom of this sheet.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	43	Original
2	Original	44	Original
3	Original	45	Original
4	Original		
5	Original		
6	Original		
7	Original		
8	Original		
9	Original		
10	Original		
11	Original		
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32	Original		
33	Original		
34	Original		
35	Original		
36	Original		
37	Original		
38	Original		
39	Original		
40	Original		
41	Original		
42	Original		

* Indicates new or revised sheet
submitted with this filing.

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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TARIFF FORMAT

Sheet Numbering. Sheet numbers appear in the upper right hand corner of the sheets. Sheets are numbered sequentially. From time to time new sheets may be added to the tariff. When a new sheet is added between existing sheets, a decimal is added to the preceding sheet number. For example, a new sheet added between sheets 5 and 6 would be numbered 5.1.

Sheet Revision Numbers. Revision numbers also appear in the upper right corner of sheets. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th Revised Sheet No. 24 cancels the 3rd Revised Sheet No. 24.

Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level, as shown by the following example:

2
2.1
2.1.1
2.1.1.A
2.1.1.A.1
2.1.1.A.1.(a)
2.1.1.A.1.(a).I
2.1.1.A.1.(a).I.(i)
2.1.1.A.1.(a).I.(i).(1)

Check Sheets. When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current one on file with the Commission.

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TARIFF FORMAT (Cont'd)

Explanation of Symbols. When changes are made in any tariff sheet, a revised sheet will be issued replacing the tariff sheet affected. Changes will be identified on the revised sheet through the use of the following symbols:

- (C) - Identifies a changed regulation.
- (D) - Identifies a discontinued rate or regulation.
- (I) - Identifies an increase in rate.
- (M) - Identifies material moved from one tariff location to another.
- (N) - Identifies a new rate or regulation.
- (R) - Identifies a reduction in rate.
- (T) - Identifies a change in text only.

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Issued: September 24, 2014

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1.0 Application and Scope of Tariff**1.1 Application**

This tariff contains the rates and regulations applicable to intrastate, intraLATA, interexchange and local services provided by The Company between and among points within the State of South Carolina.

1.2 Scope

Company's services are provided subject to the availability of facilities and subject to the terms and conditions of this tariff. All services within the jurisdiction of the Commission provided by Company between and among points in South Carolina are governed by this tariff.

1.3 Interconnection with Other Carriers

Service provided by Company may be connected with services or facilities of other carriers or may be provided over facilities provided by carriers other than Company. However, service provided by Company is not a part of a joint undertaking with any other carrier providing telecommunications channels, facilities, or services.

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2.0 Explanation of Terms and Abbreviations

Charges

Monthly recurring and nonrecurring amounts billed to Customers for services.

Commission

Public Service Commission of South Carolina

Company

Talk America Services LLC, or the concurring carrier providing service to the Customer.

Customer

Any person, firm, association, corporation, agency of the federal, state, or local government, or legal entity responsible by law for payment of rates and charges and for compliance with the regulations of Company.

Customer Contract

A written agreement between the Customer and Company containing or referring to the rates and regulations applicable to the service being provided.

Customer Premises Equipment

All terminal equipment normally used on the Customer's premises. This equipment may be Customer-owned, or may be owned by Company or another supplier and leased to the Customer.

Delinquent or Delinquency

An account for which an uncontested bill or payment agreement for regulated services has not been paid in full on or before the last day for timely payment. This term may also apply to a contested bill for which the Commission finds the Customer's complaint to be without merit.

DID

(Direct Inward Dialing) is a special trunking arrangement which permits incoming calls from the exchange network to reach a specific PBX station directly without an attendant's assistance.

Disconnect or Disconnection

The disabling of circuitry to prevent outgoing and/or incoming calls.

Due Date

The last day for payment of a bill without unpaid amounts being considered delinquent or subject to additional collection efforts. The due date may be designated by 'due by,' 'pay by,' 'if paid by,' or other such language on the Customer's bill.

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2.0 Explanation of Terms and Abbreviations (Cont'd)**Exchange**

A unit established for the administration of local communication services.

Extended Area Service or EAS

Telephone service, offered at a flat local rate, between customers located within an exchange area and all customers in an additional exchange area or areas.

Fraud

An attempt to procure or retain service by supplying misleading or deliberately inaccurate information, or by untruthful or unlawful means, including supplying false information on an application for service. There will be a presumption of fraud in cases where the customer's actual usage for a month, or its pro-rata usage for a partial month, is more than three times the customer's estimated usage (or the pro-rata share of estimated usage) as supplied by the customer at the time of application (which may be revised by customer based on actual experience upon notification to the Company), and that usage is in excess of \$500. In such cases, the customer may be contacted to notify the customer of the usage levels, and to discuss the reasons for the usage levels. In such cases, restrictions may be imposed upon further usage unless satisfactory payment arrangements are made.

Incumbent Local Exchange Carrier or Incumbent Carrier

The local exchange carrier that has Section 251(c) obligations under the federal Telecommunications Act.

Individual Case Basis

A rate, charge, or condition of the tariff as determined by individual circumstances.

Inside Station Wiring or Inside Wiring

Wiring on the premises beyond the demarcation point.

Interexchange Service

The provision of intrastate telecommunications services and facilities between local exchanges, excluding EAS.

IntraLATA Service

The completion of calls between points within the boundaries of a Local Access and Transport Area.

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2.0 Explanation of Terms and Abbreviations (Cont'd)

Local Service

Telephone service furnished between points located within an area where there is no toll charge. Unless otherwise specified, local calling areas in this tariff shall be the same as the local calling areas of the incumbent carrier.

Month

For billing purposes, a month is considered to have thirty (30) days.

Operator

An automated or live operator.

Port

A connection to Company's switching network with one or more voice grade communications channels, each with a unique network address (telephone number), dedicated to the Customer. Each port is equipped with a Terminal Interface.

Premises

The space occupied by a Customer or authorized user in a building or buildings or contiguous property (except railroad rights-of-way, etc.) not separated by a highway.

Rates

The usage amounts billed to customers for regulated services and/or equipment.

Service

Any or all service(s) provided by Company pursuant to this tariff or Customer Contract.

Suspend or Suspension

To disconnect or impair a service temporarily in order to disable either outgoing or incoming calls or both.

Terminal Interface

The method of physical connection between a Company-provided service and a Customer's or User's transmission cable, inside wiring, or terminal equipment.

Timely Payment

A payment of the Customer's account made on or before the due date shown on a current bill for rates and charges or by an agreement between the Customer and Company for a series of partial payments to settle a delinquent account.

User

A Customer or any other person authorized by a Customer to use service provided to the Customer under a Company tariff.

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3.0 General Rules and Regulations

3.1 Undertaking of Company

3.1.1 General

Pursuant to this tariff, Company undertakes to provide within the service area in which Company has been approved for certification the regulated intrastate, intraLATA, interexchange services, and retail services described in this tariff.

3.1.2 Limitations

- A. Service is offered subject to the availability of the necessary facilities and equipment and subject to the provisions of this tariff in compliance with limitations set forth in the Commission's rules.
- B. Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by Company, when necessary because of lack of facilities, or due to some other cause beyond Company's control on a non-discriminatory basis.
- C. The furnishing of service under the tariffs of Company is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.
- D. Company reserves the right to discontinue service when the Customer is using the service in violation of the provisions of this tariff, signed contract, or the law, with notice as required by the rules of the Commission.
- E. Company does not undertake to transmit messages or information, but offers the use of its facilities, when available, for that purpose.

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3.0 General Rules and Regulations (Cont'd)**3.2 Use****3.2.1 Lawful Purpose**

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of the service.

3.2.2 Use of Service for Unlawful and/or Fraudulent Purposes

Company's services are provided subject to the condition that they will not be used for any unlawful and/or fraudulent purpose. Services will not be furnished if any law enforcement agency, acting within its jurisdiction, advises Company that such services are being used or are likely to be used in violation of the law and/or in a fraudulent manner. If Company receives other evidence giving reasonable cause to believe that such services are being used or are likely to be used for unlawful and/or fraudulent purposes, it may either discontinue or deny the services, and/or refer the matter to the appropriate law enforcement agency in accordance with law and/or Commission rules.

3.2.3 Unauthorized Use

Any individual who uses or receives Company's services other than under the provisions of an accepted application for service and a current Customer relationship shall be liable for the appropriate rates and charges for the service received and for Company's costs of investigation and collection.

3.2.4 Recording Devices

Company's services are not designed for the use of recording devices, and customers who use such devices to record two-way telephone conversations do so at their own risk.

3.2.5 Use of Service Mark

No Customer shall use any service mark or trademark of Company or refer to Company in connection with any product, equipment promotion, or publication of the Customer without the prior written consent of Company.

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3.0 General Rules and Regulations (Cont'd)

3.3 Liability

Company's liability, if any, for its willful misconduct is not limited by this Tariff. With respect to any other claim or suit, by a customer, or by any others, for damages associated with installation, provision, preemption, termination, maintenance, repair or restoration of service, or any other service, Company's liability, if any, shall not exceed an amount equal to the proportionate part of the monthly recurring charge for the service for the period during which the service was affected. This liability shall be in addition to any amounts that may otherwise be due the customer under this Tariff or state commission regulations as an allowance for interruptions.

The services furnished by Company, in addition to the limitations set forth preceding, also are subject to the following limitations: Company shall not be liable for damage arising out of our mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of Company caused by customer provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connection arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such, mistake, omission, interruption, delay, error, defect in transmission or injury occurs.) Company also shall not be liable for the acts or omissions of other companies when their facilities are used to provide service.

Except for granting credit allowances for interruptions of service as provided in the last paragraph of this section, Company shall not be liable for any claim or loss, expense or damage, for any failure of performance due to failure or malfunction of Customer-supplied equipment, acts of God, storms, fires, floods or other catastrophes, power failure, natural emergencies, insurrections, riots or wars, or any law, order, regulation, or other action of any governmental authority or agency thereof.

Company shall not be liable for, and shall be fully indemnified and held harmless by, Customers against any claim or loss, expense or damage, for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name, service mark, or proprietary or creative right, or any other injury to any person, property, or entity arising out of the material, data, or information transmitted.

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3.0 General Rules and Regulations (Cont'd)

3.3 Liability (Cont'd)

No agent or employee of any other carrier shall be deemed to be an agent or employee of Company.

Company's liability due to any failure of the transmission shall not exceed an amount equal to the charges provided for by the applicable tariff (for regulated services) and applicable price list, catalogue, and/or contract (for all other services) for the call. Company shall not be liable for damages arising out of the use of Company's services for the transmission of anything other than voice grade service.

Company will provide a customer's correct name and telephone number to a calling party either upon request to or interception by Company in the event there is an error or omission in the customer's directory listing. Company's liability for any errors or omissions in any directory listings is limited to the charges made for the listing itself. Company shall not be liable for any incidental, indirect, special or consequential damages of any kind, including loss of use, loss of business, or loss of profit, arising from errors or omissions in directory listings.

Notwithstanding anything to the contrary in this section, if Customer's service is interrupted and remains out of service for more than twenty-four (24) hours after the earlier of being reported to Company or being found by Company to be out of order, and if the interruption is not the result of a negligent or willful act by the Customer, a malfunction of Customer-owned equipment, Company's inability to gain access to the Customer's premises, or causes beyond Company's control as described in the first paragraph of this section, Company will make appropriate adjustments upon request. Such adjustments, in the form of direct payments or bill credits, will be the proportionate part of the monthly charge for all services and facilities rendered inoperative during the interruption, beginning with the hour of the report to Company, or discovery by Company, of the interruption. A service interruption may include, among other events, lawful disconnections pursuant to Section 3.11 of this tariff and when a customer's service interrupted during a move to a new Customer premise.

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3.0 General Rules and Regulations (Cont'd)**3.4 Equipment****3.4.1 Inspection, Testing, and Adjustment**

Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the requirements of this tariff are being complied with in the installation, operation, or maintenance of the Customer's equipment. Company may interrupt the service at any time, without penalty to itself, unless interruption exceeds twenty-four (24) hours.

3.4.2 Interference and Hazard

The operating characteristics of Customer premises equipment or communications systems connected to Company's services must not interfere with, or impair, any of the services offered by Company. Additionally, connected Customer premises equipment must not endanger the safety of Company employees or the public, damage or interfere with the proper functioning of Company's equipment, or otherwise injure the public in its use of Company's services.

3.4.3 Maintenance and Repair**A. Customer Liability**

The Customer shall be responsible for damages to Company's facilities used in the provision of regulated services caused by the negligence or willful act of the Customer or those using Company's service through the Customer. The Customer may not physically modify or intrude upon, rearrange, disconnect, remove, or attempt to repair any of Company's facilities except upon written consent of Company.

B. Leased or Owned Facilities

The Customer's obligation to Company is the same whether the facilities involved are Company's facilities or are facilities leased by Company from another party. If Company incurs expenses due to the Customer's actions that result in damage or impairment of Company's owned or leased facilities, Company will pass on to the Customer any and all expenses to repair Company's facilities or that the owner imposes on Company for leased facilities.

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3.0 General Rules and Regulations (Cont'd)3.5 Contract for Service

Installation of certain services may require a contractual agreement between a Customer and the Company. The contractual agreement specifies the terms and conditions of service not covered by this tariff. The contract does not alter the obligations of Company to Customers as described in this tariff. The agreement may require the Customer to pay a minimum monthly fee ('MMF') wherein the Customer agrees, in writing, to pay for the duration of the term agreement, either the monthly recurring and usage charges, or the MMF amount, whichever is greater. Should the Customer choose to terminate their contract without cause prior to the agreed upon term, the Customer will be liable for the MMF specified in the contract multiplied by the number of months remaining in the term, unless Customer converts to another service provided by Company with equal or greater term and MMF commitment. In the event Company continues to provide service after the Customer contract is terminated or expires, then Company shall continue to provide service to the Customer under the terms of the then applicable tariff and applicable terms of the expired contract under a month-to-month arrangement.

3.6 Application for Service3.6.1 Information Required

When applying for service, each prospective Customer will be required to furnish Company with the following information:

- A. The name of the party who will be responsible for payment for the service provided.
- B. The address or addresses or exact location of the premises where service is to be provided and billed.
- C. Any information required to make a proper determination of appropriate creditworthiness.

3.6.2 Initiation of Service

Service shall be deemed to be initiated upon the service activation date. For multi-location customers, service shall be deemed to be initiated upon service activation at the first location.

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3.0 General Rules and Regulations (Cont'd)**3.7 Deposits****3.7.1 Deposit Requirements**

Company may require from any Customer or prospective Customer a deposit to be held as a guarantee for the payment of charges. Any applicant who is either not a previous Customer having an established prompt payment record or whose credit record is not satisfactory may be required to pay a deposit. Company may require separate deposits for different Services purchased by Customer, all of which must be paid before any service is installed. In its calculation of a Customer's creditworthiness, Company will use trading banking references, credit reports, and any other information pertinent to a Customer's credit subject to applicable law.

3.7.2 Amount of Deposit

The amount of the deposit shall not be more than two (2) months of usage of Company's services for any specific Customer. The amount of such usage may be estimated from past usage, the Customer's estimated anticipated usage, or Company's state average usage considering type and nature of service. The amount of deposit may exceed this total when services are provided for shorter periods of time or special occasions.

3.7.3 New or Additional Deposit

A new or additional deposit may be required to cover the amount provided in Section 3.7.2 above when a deposit has been refunded or is found to be inadequate by virtue of abnormal usage or nonpayment. Written notice shall be mailed advising the Customer of any new or additional deposit requirement, and the Customer shall have twelve (12) calendar days from the date of mailing to provide the new or additional deposit. The new or additional deposit is payable at the address specified in Section 3.7.4.

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3.0 General Rules and Regulations (Cont'd)

3.7 Deposits (Cont'd)

3.7.3.A Abnormal Toll Usage

For customers with at least six (6) consecutive months of service, "abnormal toll usage" is defined as at least a twenty-five percent (25%) increase in monthly usage charges amounting to at least twenty dollars (\$20). The Customer's average monthly bills for not less than the three (3) prior months shall be used in determining the increase. For customers with less than six (6) consecutive months of service, "abnormal toll usage" is defined to exist when one (1) month's service exceeds the deposit attributable to the service by twenty-five percent (25%) amounting to at least twenty dollars (\$20).

3.7.4 Handling of Deposits

Deposits shall be sent or delivered to: Talk America Services LLC, 4001 N Rodney Parham Rd., Little Rock, AR 72212. Company will maintain records that show the name and address of each depositor, the amount and date of the deposit, and each transaction concerning the deposit. Unclaimed deposits, together with accrued interest, shall be credited to an appropriate account and shall be disposed of in accordance with law.

3.7.5 Receipts

A receipt of deposit will be furnished to each Customer from whom a deposit is received. Upon request, duplicate receipts will be provided to Customers who have lost their receipts if the deposits are substantiated by Company's records.

3.7.6 Customer Obligations

The existence of a deposit in no way relieves the Customer of the obligation to comply with Company's regulations for the prompt payment of bills.

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3.0 General Rules and Regulations (Cont'd)

3.7 Deposits (Cont'd)

3.7.7 Refund

The deposit shall be refunded or credited to the Customer after not more than twelve (12) consecutive months of prompt payment or as required by applicable Commission rules. The account shall be reviewed after twelve (12) months of service, and if the deposit is retained, it shall again be reviewed at the end of Company's accounting year or on the anniversary date of the account.

3.7.8 Interest

Deposits held for thirty days or more will be paid interest on that deposit at a rate specified by the Commission.

3.8 Billing

3.8.1 Monthly Billing

Bills to Customers will be issued monthly unless Company is authorized by the Commission to bill at other than monthly intervals because of unusual circumstances. Local service charges, including installation charges, are billed in advance. Certain toll charges and NRCs are billed in arrears. If a Customer elects, Company may issue a billing statement to a Customer in an electronic format only.

Company shall have no responsibility with respect to billings, charges, or disputes related to services used by the Customer which are not included in the services herein including, without limitation, any local, regional, and long distance services provided by a third party vendor. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

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3.0 General Rules and Regulations (Cont'd)

3.8.2 Bill Contents

The bill form or a bill insert will provide the following information: the dates at the beginning and end of the billing period; the last date for timely payment, which shall not be less than twenty (20) days after the bill is rendered; the amount of the net charge, stated by category, for local service, bundled packages, packages of long distance minutes, ancillary services and equipment, toll service, information service, sales tax and excise tax, and of any late payment charge, together with the gross amount of the bill, with separate entries for total amounts current or in arrears. Company will also comply with reasonable requests for bill detail.

3.9 Payment for Service

3.9.1 Late Payment Charge

Company may impose a late payment charge, not to exceed the maximum rate as set by the Commission, on any bill not paid by the due date listed on the invoice. Customers are obligated to drop off payment at a designated payment location or mail payment to the address contained on the invoice. Customers shall be responsible for all costs incurred in the collection of unpaid charges or in any other action to enforce payments and/or obligations arising under this tariff. Company will also charge a check service charge if a check tendered for payment is returned to Company as non-sufficient funds (NSF) or is not in acceptable form.

3.9.2 Partial Payment

If a Customer makes a partial payment in a timely manner and does not designate the service for which payment is made, the payment shall first be applied to the undisputed balance for local service, with the remainder applied on a pro rata basis to regulated utility services and toll service. Any remainder will then be applied to deregulated and unregulated services other than toll. Any late payment penalty charge will be applied only to the outstanding balance for utility services.

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3.0 General Rules and Regulations (Cont'd)**3.9 Payment for Service (Cont'd)****3.9.3 Collection**

No collection efforts other than the rendering of the bill shall be undertaken until the delinquency date. If payment is not received by the due date listed on the bill, Customer may be charged a \$12.00 Collection Fee.

3.9.4 Taxes and Fees

Any governmental assessments, fees, licenses, or other similar taxes or fees imposed upon Company, may be charged to Customers receiving Company's service within the territorial limits of the governmental authority imposing such taxes and fees. Such taxes and fees will be allocated among such Customers on the basis of Customers' monthly charges for the types of service made subject to the taxes or fees. Such taxes and fees will be separately stated on bills.

LNP, PICC, USF, TRS, TTY/TDD, and any similar surcharges permitted to be passed through, will also be assessed where applicable, at the maximum permissible rate as determined by the Commission or governing authority.

3.10 Disputes and Complaints**3.10.1 Disputed Bills**

In the event of a dispute concerning the bill, Company will require the Customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint using the complaint procedures in Section 3.10.2 shall continue, and for not less than forty-five (45) days after the rendering of the disputed bill. Service shall not be disconnected for nonpayment of the disputed amount. The 45-day period may be extended by up to sixty (60) days if requested of Company by the Commission in the event the Customer files a written complaint with the agency. Subject to regulatory requirements, Company's policy is to limit retroactive adjustments for billing errors to 90 days prior to the date the error is discovered.

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3.0 General Rules and Regulations (Cont'd)**3.10 Disputes and Complaints (Cont'd)****3.10.2 Complaint Procedures**

Inquiries, general questions, or complaints may be directed informally to Company by telephone, in person, or in writing at Talk America LLC's offices located at 4001 N Rodney Parham Rd, Little Rock, AR 72212 or by telephone at 800-880-4570 for customers of Windstream CLECs; 800-500-3453 for customers of McLeodUSA; and 800-291-9699 for customers of Cavalier.

Company's customer service department accepts calls on a twenty-four-hour-a-day basis. Complaints concerning the charges, practices, facilities, or services of Company will be investigated promptly and thoroughly. Company will keep records of each complaint showing the name and address of the complainant, the date and nature of the complaint, its disposition, and all other pertinent facts dealing with the complaint that will enable Company to review and analyze its procedures and actions. The records maintained by Company under this tariff will be available for inspection by the Commission or its staff upon request. Within thirty (30) days of the receipt of a written complaint, Company will provide written notice to the Customer of the status of the complaint. Each Customer may file with the Commission for resolution of disputes. Each complainant will be mailed a statement of the complainant's right to contact the Commission at:

Office of Regulatory Staff
Public Service Commission of South Carolina
Consumer Services Division
1401 Main Street, Suite 900
Columbia, SC 29201

Or call:

1-800-922-1531 or 803-737-5230 between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday

Or visit: <http://www.regulatorystaff.sc.gov>

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3.0 General Rules and Regulations (Cont'd)

3.10 Disputes and Complaints (Cont'd)

3.10.3 Bill Insert or Notice

Company shall notify Customers, by bill insert or notice on the bill form, of the address and telephone number where a Company representative qualified to assist in resolving the complaint can be reached. The bill insert or notice shall also include the following statement: If Company does not resolve your complaint, the service may be subject to state regulation. You may contact the Commission at the contact information listed in Section 3.10.2 above.

3.11 Service Refusal, Disconnection, and Suspension

In no event shall service be disconnected on the day preceding or day on which Company's local business office or local authorized agent is closed.

3.11.1 Notice of Pending Disconnection

Prior to the disconnection of service, Company shall provide a written notice to the Customer setting forth the reason for disconnection and the final date by which the account is to be settled or specific action taken. Final dates shall be no less than ten (10) calendar days with respect to an unpaid bill after the notice is rendered and no less than 12 days with respect to an unpaid or new deposit. The notice shall be considered rendered to the Customer when deposited in the U.S. Mail with postage prepaid. If delivery is by other than U.S. Mail, the notice shall be considered rendered when delivered to the last known address of the person responsible for payment for the service.

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3.0 General Rules and Regulations (Cont'd)3.11 Service Refusal, Disconnection, and Suspension (Cont'd)3.11.2 Reasons for Service Refusal, Disconnection, and Suspension

Service may be refused, disconnected, or suspended:

- A. Without notice if a condition on the Customer's premises is determined by Company to be hazardous.
- B. Without notice if the Customer uses the service in such a manner as to adversely affect Company's equipment or Company's service to others.
- C. Without notice if equipment furnished, leased, or owned by Company is subject to tampering.
- D. Without notice if there is unauthorized use. Unauthorized use includes, without limitation, use or attempted use for an unlawful purpose and/or use or attempted use in any fraudulent manner.
- E. With prior written notice if there are reasonable grounds to believe there is a violation of or noncompliance with Company's regulations on file with the Commission, municipal ordinances, or law.
- F. With prior written notice if the Customer or prospective Customer fails to furnish service equipment, permits, certificates, or rights-of-way specified to be furnished in Company's regulations filed with the Commission as conditions for obtaining service, or withdraws such equipment or terminates those permissions or rights, or fails to fulfill the contractual obligations imposed upon the Customer as conditions of obtaining service.

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3.0 General Rules and Regulations (Cont'd)

3.11 Service Refusal, Disconnection, and Suspension (Cont'd)

3.11.2 Reasons for Service Refusal, Disconnection, and Suspension (Cont'd)

- G. With prior written notice if the Customer fails to permit Company reasonable access to its equipment.
- H. With prior written notice if the Customer routinely uses abusive or profane language or makes physical threats in conversations with Company personnel, or otherwise abuses access to customer service personnel by making repeated unwarranted calls that are unrelated to specific service issues.

3.11.3 Refusal, Disconnection, and Suspension of Service for Nonpayment of Bill

Except as restricted by Section 3.11.4, service may be refused, disconnected, or suspended for nonpayment of a bill if Company has made a reasonable attempt to effect collection and:

- A. Company has provided the Customer with ten (10) days' prior written notice with respect to an unpaid bill or twelve (12) days' written notice with respect to an unpaid new deposit.
- B. Company is open, at minimum, one more hour and open the following day of the scheduled disconnection.
- C. In the event of a dispute concerning the bill, Company will require the Customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint using the complaint procedures in Section 3.10.2 shall continue, and service shall not be disconnected for nonpayment of the disputed amount.

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3.0 General Rules and Regulations (Cont'd)

3.11 Service Refusal, Disconnection, and Suspension (Cont'd)

3.11.4 Insufficient Reasons for Refusal, Suspension, or Discontinuance of Service

The following reasons are not sufficient cause for refusal, suspension, or discontinuance of service to a present or prospective Customer:

- A. Delinquency in payment for service by a previous occupant of the premises to be served, unless that occupant is a Customer of the same household as the customer.
- B. Failure to pay for unregulated services or equipment purchases.
- C. Failure to pay the bill of another Customer as guarantor thereof.
- D. Failure to pay for a different type or class of public utility service or 900, 960 or 976 calls disputed by the Customer. However, if a residential customer has requested that Company remove the free 900 or 976 call blocking service, then that Customer shall be fully responsible for payment of all such calls regardless of who made the call from the Customer's telephone line.
- E. Failure to pay for information service not regulated by the Commission.
- F. Permitting another occupant of the premises access to the telephone utility service when that other occupant owed an uncollectible bill for service rendered at a different location.

3.11.5 Medical Emergency

Notwithstanding any other provision of this tariff, Company will postpone the disconnection of service to a residential Customer for a reasonable time, not to exceed thirty (30) days, if the Customer produces verification from a physician or a public health or social services official stating that telephone service is essential due to an existing medical emergency of the Customer, a customer of the Customer's family, or any permanent resident of the premises where service is rendered. This written verification shall identify the medical emergency and specify the circumstances. Initial verification may be by telephone if written verification is forwarded to Company within five (5) days.

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3.0 General Rules and Regulations (Cont'd)

3.11 Service Refusal, Disconnection, and Suspension (Cont'd)

3.11.6 Temporary Service

When Company renders temporary service to a Customer, the Customer may be required by Company to bear the entire cost of installing and removing the service facilities in excess of any salvage realized.

3.12 Cancellations and Deferments of Service

When a Customer cancels or defers an order for service before the service is activated, a charge applies that will allow Company to recover its unrecovered costs, including but not limited to outside vendor charges, engineering, labor, materials, and equipment. Charges apply as follows:

3.12.1 Cancellation

In a cancellation situation, the charge is equal to the unrecoverable costs incurred prior to the request for cancellation and the costs of removal, restoration, and disposal, if any, to comply with the cancellation. Those costs include, but are not limited to, costs of outside vendors, engineering, labor, non-recoverable materials, and equipment expense.

3.12.2 Deferment of Start of Service

If a request for deferment of service is received by Company prior to the date an order for equipment or service is placed with Company's supplier, no charge shall apply. For deferments received by Company subsequent to the date the order for equipment or service is placed with Company's supplier, a monthly recurring charge based upon the costs incurred prior to the request for the deferment applies. This monthly rate shall be equal to the deferred investment multiplied by the monthly prime interest rate as announced by USBank plus recurring costs resulting directly from the deferral such as storage, taxes, etc., unless otherwise ordered by the Commission.

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3.0 General Rules and Regulations (Cont'd)**3.12 Cancellations and Deferrals of Service (Cont'd)**

In addition, any extraordinary nonrecurring costs resulting from the deferral, such as additional engineering, labor, and transportation, shall be billed in total. Billing shall start at the beginning of the month of deferral and extend to the start of service. Charges shall not exceed the monthly rate that would have applied had the service been established. Company will also charge the Customer who defers service any and all rates and charges incurred by Company for any leased facilities for which Company is held responsible. Company will make a good faith effort to minimize those rates and charges whenever possible.

3.13 Information Service Access Blocking

Where facilities are available, Company shall institute call blocking to all '900', '960' and '976' prefix numbers, without charge for the first block subject to applicable law. If a customer chooses to eliminate the free call blocking service for these types of calls, the Customer shall be fully responsible for all such charges regardless of who made such calls from the Customer's telephone line. Company will comply with all applicable rules of the Commission concerning such blocking.

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3.0 General Rules and Regulations (Cont'd)**3.14 Special Construction and Special Arrangements**

Subject to the agreement of Company and to all of the regulations contained in the tariffs of Company, special construction and special arrangements may be undertaken on a reasonable efforts basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under tariff, or for the provision of service on an expedited basis or in some other manner different from the normal tariff conditions. Special construction is that construction undertaken:

- A. where facilities are not presently available, and there is no other requirements for the facilities so constructed;
- B. of a type other than that which Company would normally utilize in the furnishing of its services;
- C. over a route other than that which Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

3.14.1 Basis for Charges

Where Company furnishes a facility or service on a special construction basis, or any service for which a rate or charge is not specified in Company's tariffs, charges will be based on the costs incurred by Company and may include: (1) non-recurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service life of the facilities provided.

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3.0 General Rules and Regulations (Cont'd)

3.14 Special Construction and Special Arrangements (Cont'd)

3.14.2 Basis for Cost Computation

The costs referred to in Section 3.14.1 preceding may include one or more of the following items to the extent they are applicable:

- A. Installation cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Installation cost includes the cost of:
 - 1. equipment and materials provided or used,
 - 2. engineering, labor and supervision,
 - 3. transportation,
 - 4. rights of way, and
 - 5. any other item chargeable to the capital account;
- B. Annual charges including the following:
 - 1. cost of maintenance,
 - 2. depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage,
 - 3. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items,
 - 4. any other identifiable costs related to the facilities provided, and
 - 5. an amount for return and contingencies.

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3.0 General Rules and Regulations (Cont'd)

3.15 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply. If the Customer reschedules an installation, additional charges may apply.

3.16 Universal Emergency Telephone Number Service (911)

The Company will supply the 911/E-911 service provider in the Company's service area with accurate information necessary to update the 911/E-911 database at the time Company accepts Customer orders. At the time that the Company provides local service to a Customer, the Company will make the necessary equipment or facility additions in order to accurately and properly update the database for 911/E-911.

By dialing 911, the customer agrees to release, indemnify, defend, and hold the Company harmless from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the customer or others. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever, including for default routing.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused, or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 service.

The Company will bill the Customer a monthly surcharge, per voice grade equivalent line in order to fund the E-911 system.

Access (at no additional charge) to the emergency services bureau by dialing 9-1-1 is offered at no charge to the Customer.

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4.0 Services, Rates, and Charges

4.1 Local Service Overview

4.1.1 Nature of Service

Local Service is a service that allows customers to originate non-toll local calls at locations within the service areas in which Company has been approved for certification for termination within the local calling area (including any applicable EAS areas) of those locations. Subject to service availability and the package selection by the customer, Local Service may include services in addition to those required for completion of non-toll local calls (including services which may not be subject to regulation under this tariff) which are purchased as part of a bundled package.

4.1.2 Availability

Company offers local service in the areas in which it has been certified by the Commission and in which Company has available required network facilities or is able to lease required network facilities to enable the offering of service. Some services and features may not be available in all areas, or may slightly vary between service areas contingent on network availability or configuration. Company will provide the most feature rich version of a feature in the bundled Local Service package available in a given market depending on network availability or configuration.

4.1.3 Local Service Packages

The standard elements of local line packages consist of local dial tone and unlimited local calling unless otherwise noted in a service specific description. Mandatory extended area service ('EAS') is provided where applicable for the prices set forth in the Rate Tables. For plans that include "Unlimited" calling, there is a cap of 5,000 minutes per month. Exceeding this cap is determined to be not typical residential use and may result in a warning, suspension or termination of services.

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4.0 Services, Rates, and Charges (Cont'd)

4.1.4 Promotional Offerings

Company may from time to time engage in special promotions of limited duration. These promotions may be in the form of waiver or reduced recurring and nonrecurring fees, lowered usage charges, or other actions designed to attract new Customers or to increase existing Customer awareness of a particular service. All promotions will be offered on a non-discriminatory basis to eligible Customers.

4.1.5 Individual Case Basis (ICB) and Term and Volume Discounts

Company may offer individualized arrangements on a case-by-case basis where necessary to meet prices, terms, or conditions of service offered by competitors. In such cases, the prices offered by Company shall not exceed the prices for similar services contained in this tariff.

4.2 Directory Assistance

4.2.1 Nature of Service

Directory Assistance (DA) Service is defined as furnishing aid in obtaining telephone numbers.

4.2.2 Availability

DA is available to all Customers.

4.2.3 Maximum Number of Requests Per Call

Two (2) requests for a telephone number will be accepted per call to the DA operator. A telephone number that is not listed in the DA records will not be available to the Customer.

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4.0 Services, Rates, and Charges (Cont'd)**4.2.4 Operator Limitations**

The Directory Assistance operator will not transfer, forward or redial a Customer's call to any other location for any purpose other than provision of DA service.

4.2.5 Persons and Locations Exempt from All DA Charges

Any Customer who is visually, physically or mentally handicapped in a way that makes the Customer unable to utilize a telephone directory shall be exempt from charges for DA. The Customer must provide Company with certification of this condition. Certification from a doctor, psychologist, psychiatrist, county or state social service agency, or similar person or agency will be acceptable. The exemption is effective prospectively and also retroactively for the month prior to the presentation of the certificate to Company.

4.2.6 Rate

Customers not exempted in Section 4.2.5 will be charged the following rate per call.

	<u>Charge Per Call</u>
Local or Long Distance	
Directory Assistance	\$1.99

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4.0 Services, Rates, and Charges (Cont'd)

4.3 Directory Listing Service

For each Customer of Company-provided Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for optional listing services, subject to availability, at the rates following

4.3.1 Non-Published Listing

A non-published listing is not listed in either the alphabetical section of the dominant Local Exchange Company's directory or Company directory assistance records and will not be furnished upon request of a calling party. The Company will complete an incoming call to a Customer with a non-published listing only when the calling party places the call by number.

	<u>Monthly Recurring Charge</u>
Each Non-Published Listing	\$5.95

4.3.2. Non-Listed Listing

A non-listed listing is not listed in the alphabetical section of the dominant Local Exchange Company's directory, but is maintained on Company directory assistance records and will be furnished upon request of a calling party. In the absence of gross negligence or willful misconduct, no liability for damages arising from publishing a non-listed telephone number in the directory shall attach to the Company.

	<u>Monthly Recurring Charge</u>
Each Non-Listed Listing	\$5.95

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4.0 Services, Rates, and Charges (Cont'd)

4.4 Nonrecurring Charges

4.4.1 Early Termination Charges

If a Customer terminates service prior to the expiration of the term of the contract without cause, the Customer may be required to pay an early termination charge as set forth in the contract for service.

4.4.2 Third Party Vendor Charges

Customers may also be charged for certain charges incurred by Company (at the Customer's instruction) in obtaining services from third party vendors. At the earliest opportunity, the Customer will be advised of the nature of the charges and the estimated amount of the charges.

4.4.3 Reconnection Fee

Residential: \$35.00/line

This charge applies to reconnect service after service has been suspended, and is due at the time services are restored.

4.4.4 Nonsufficient Funds Charge (NSF Checks)

The NSF check charge shall be \$25.00, or the highest amount permitted by law. This charge applies when a check has been returned by the bank for non-payment.

4.4.5 PIC/LPIC Change Charge

Initial PIC/LPIC selections will be processed at a \$5.50 charge per line, which may be waived if the Customer chooses Company as their long distance provider. A non-recurring \$5.50 charge shall be applicable to all subsequent PIC/LPIC changes. If a PIC/LPIC change is initiated by an IXC on behalf of the Customer, and the Customer denies having made a change, and the IXC is unable to produce documentation of the change with a letter of agency signed by the Customer; then the Customer will be reassigned to its previously selected PIC/LPIC and the charge will be assessed to the IXC.

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4.0 Services, Rates, and Charges (Cont'd)**4.4 Nonrecurring Charges (Cont'd)****4.4.6 Trouble Isolation Charge**

This charge applies when Company dispatches either its own, or a third-party, technician to a customer premises to test the line from the central office, up to the demarcation point, and the line tests clear (no trouble found in the Company facilities). No Trouble Isolation Charge shall apply if the customer subscribes to an inside wire maintenance plan with Company or trouble is found on the network side of the demarcation point.

Residential Customer- - \$95.00 per hour

4.4.7 Bill Copies

Residential Customer: \$5.00 per copy

Additional and alternate bill copies will be available upon a customer's request. An additional bill copy is a secondary copy of the customer's initial bill and an alternate bill copy is an additional bill sent to a different address other than the billing address. Charges for the additional and alternate bill copies are noted above.

4.4.8 Account Handling Charge

Account Handling Charge: \$30.00 for each subsequent attempt

Account Handling Charge is assessed to a customer's account for each Company attempt to return an outstanding credit balance to the customer if a first mailing is returned undeliverable. This charge is for maintaining the account after the initial attempt and for each subsequent attempt. This charge will not be assessed more than twice a year.

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4.0 Services, Rates, and Charges (Cont'd)

4.4 Nonrecurring Charges (Cont'd)

4.4.9 Payphone Surcharge

Payphone Surcharge \$0.70 / per call

Payphone Surcharge is applied to all intrastate, interstate and international calls that originate from any domestic pay telephone used to access Company services. This charge is in addition to standard tariffed usage charges and surcharges.

4.4.10 Order Charge

This charge will apply per order for the following actions: ANI Swap, business to residential conversion, residential to business conversion, Change of Ownership, Add/Change/Remove Directory Listing, Add/Change/Remove Blocking Features, Add/Change/Remove Features, Add/Change/Remove Voicemail, RCF install, POTs to RCF conversion, package change, changes to seasonal lines.

This charge will also apply per order on Toll Free ANIs for, but not limited to, the following actions: Adding a Toll Free number, porting a Toll Free number, disconnecting a Toll Free number, changes such as area of service, service change, PIN change, blocking certain numbers or allowing certain numbers.

Residential Customers \$36.00 / per order

4.4.11 Service Charges

All rates apply on a per line basis, unless otherwise noted, below.

Residential Customers Service Charges

Line Installation, per line	\$80.00
Move Line, per line	\$60.00
Order Charge, per order	\$36.00

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4.0 Services, Rates, and Charges (Cont'd)**4.5 Residential Service Packages**

All plans are available to new or existing Residential customers.

The Company does not offer service to Business or Commercial customers at this time.

For plans that include "Unlimited" calling, there is a cap of 5,000 minutes per month; exceeding this cap is determined to be atypical residential use and may result in a warning, suspension or termination of services.

Unless otherwise specified, each plan detailed in Section 4.5.3 following, is 'Month to Month'; there is no term commitment.

Not all services, features, and charges included in, and associated with, the package plans in Section 4.5.3 are regulated by the Commission.

4.5.1 Residential Optional Features

Additional Optional Features below are available on all Residential Service Packages in Section 4.5.3 of this tariff.

Unlimited Directory Assistance	\$12.95
Wire-Guard (Not available in rental properties)	\$6.95
Distinctive Ring	\$4.95

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4.0 Services, Rates, and Charges (Cont'd)4.5 Residential Service Packages (Cont'd)4.5.2 Residential Packages, Miscellaneous Charges

Unless otherwise specified, when applicable, the following charges apply to the Residential Local Service Packages detailed in Section 4.5.3 of this tariff.

	Add/Change Fee	MRC	Usage Charge, Per Minute	Surcharge
800 Numbers	\$ 10.80	N/A	\$ 0.10	N/A
Travel Calling Cards	\$ 10.80	N/A	\$0.25 (U.S.) \$0.28 (Int'l)	\$ 1.25, per call
CID Name Changes	\$ 10.80	N/A	N/A	N/A
Collect Call and/or 3rd Party Blocks	\$ 10.80	N/A	N/A	N/A
Add New Service	\$ 10.80	Varies	N/A	Varies
Remove Service	\$ 10.80	N/A	N/A	N/A
Outside Move (POTS or DSL)	\$ 35.95	N/A	N/A	N/A
Feature Changes	\$ 10.80	N/A	N/A	N/A
Listing Changes	\$ 10.80	N/A	N/A	N/A
Plan Changes	\$ 10.80	N/A	N/A	N/A
Number Changes	\$ 35.00	N/A	N/A	N/A

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4.0 Services, Rates, and Charges (Cont'd)

4.5 Residential Service Packages (Cont'd)

4.5.3 Residential Package Plans

4.5.3.A Value Phone

Basic calling plan for Residential customers

- Unlimited Local Calling
- Long Distance \$0.09 per minute in US and Canada

Features include Last Call Connect, Repeat Dial, Speed Dial and Three Way Conference Calling. A La Carte features available at additional charge.

Rates and Charges

- \$19.95 per month, Standard taxes and Fees apply
- \$6.00 End User Common Line charge added to each account per month
- Installation Fee \$39.95*
** For new customers that fail the credit check, this fee is collected at the time of sale. For new customers that pass the credit check, this fee appears on the first month's invoice.*

Value Phone Package Optional Features Available

	<u>Price Per Package, Per Feature</u>
Voicemail	\$4.25
Caller ID	\$5.75
Call Waiting	\$3.25
Anonymous Call Rejection	\$2.65
Call Blocking	\$3.75
Call Forwarding	\$3.25
Remote Call Forward	\$5.00

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4.0 Services, Rates, and Charges (Cont'd)

4.5 Residential Service Packages (Cont'd)

4.5.3 Residential Package Plans (Cont'd)

4.5.3.B Local Connect

Basic calling plan for Residential customers with comprehensive features included.

- Unlimited Local Calling
- Long Distance \$0.05 per minute in US and Canada

Features include Voicemail, Caller ID, Call Waiting, Anonymous Call Rejection, Call Blocking, Call Forwarding, Last Call Connect, Repeat Dial, Remote Call Forwarding, Speed Dialing, Three Way Conference Calling

Rates and Charges

- \$35.00 per month, standard taxes and Fees apply
- Installation Fee \$39.00*
** For new customers that fail the credit check, this fee is collected at the time of sale. For new customers that pass the credit check, this fee appears on the first month's invoice.*

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4.0 Services, Rates, and Charges (Cont'd)

4.5 Residential Service Packages (Cont'd)

4.5.3 Residential Package Plans (Cont'd)

4.5.3 C Complete Connect

Basic calling plan for Residential customers with comprehensive features included.

- Unlimited Local Calling
- Unlimited Long Distance Calling in US and Canada

Features include Voicemail, Caller ID, Call Waiting, Anonymous Call Rejection, Call Blocking, Call Forwarding, Last Call Connect, Repeat Dial, Remote Call Forwarding, Speed Dialing, Three Way Conference Calling

Rates and Charges

- \$45.00 per month, standard taxes and Fees apply
- Installation Fee \$39.95*
** For new customers that fail the credit check, this fee is collected at the time of sale. For new customers that pass the credit check, this fee appears on the first month's invoice.*

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4.0 Services, Rates, and Charges (Cont'd)

4.5 Residential Service Packages (Cont'd)

4.5.3 Residential Package Plans (Cont'd)

4.5.3.D Local Connect Plus

Basic calling plan for Residential customers with comprehensive features included.

- Unlimited Local Calling
- Long Distance \$0.05 per minute in US and Canada

Features include Voicemail, Caller ID, Call Waiting, Anonymous Call Rejection, Call Blocking, Call Forwarding, Last Call Connect, Repeat Dial, Remote Call Forwarding, Speed Dialing, Three Way Conference Calling

Includes High-Speed DSL Internet up to 8MPs. Includes Free 4 port Wi-Fi Router (shipping extra) and self-installation kit. Three email addresses, free pop-up blocker, SPAM blocker and anti-virus protection included.

Rates and Charges

- \$55.00 per month, standard taxes and Fees apply
- Installation Fee \$79.90*
** For new customers that fail the credit check, this fee is collected at the time of sale. For new customers that pass the credit check, this fee appears on the first month's invoice.*
- There is a \$12.95 Modem Shipping fee that appears on the first month's invoice.

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4.0 Services, Rates, and Charges (Cont'd)

4.5 Residential Service Packages (Cont'd)

4.5.3 Residential Package Plans (Cont'd)

4.5.3.E Complete Connect Plus

Basic calling plan for Residential customers with comprehensive features included.

- Unlimited Local Calling
- Unlimited Long Distance in US and Canada

Features include Voicemail, Caller ID, Call Waiting, Anonymous Call Rejection, Call Blocking, Call Forwarding, Last Call Connect, Repeat Dial, Remote Call Forwarding, Speed Dialing, Three Way Conference Calling

Includes High-Speed DSL Internet up to 8MPs. Includes Free 4 port Wi-Fi Router (shipping extra) and self-installation kit. Three email addresses, free pop-up blocker, SPAM blocker and anti-virus protection included.

Rates and Charges

- \$65.00 per month, standard taxes and Fees apply
- Installation Fee \$79.90*
** For new customers that fail the credit check, this fee is collected at the time of sale. For new customers that pass the credit check, this fee appears on the first month's invoice.*
- There is a \$12.95 Modem Shipping fee that appears on the first month's invoice.